



Off-Premise Parking Lease - Information Sheet

Requirements of off-premise parking used to satisfy zoning regulations

- The off-premise parking area or parking lot is in a zoning district, which permits parking areas, lots garages or decks.
- The parking spaces are available exclusively for the proposed use during its hours of operation.
[NOTE: They may not be spaces that are required by other uses to meet their parking requirements.]
- The parking must be within a five-hundred feet (500') radius of the principal entrance.
[NOTE: A seven-hundred fifty foot (750') radius is permitted within the boundaries of the B-4, B-5, B-7, & TOD-1 zoning district boundaries.]
- The off-premise parking must also have signage that identifies the business to which the parking space(s) are dedicated and the hours of their availability. (IMPORTANT: Please verify with the lessor that they are willing to let you place identification signage upon the leased property.) The sign(s) shall be a minimum of 1' x 1' in dimension, but cannot exceed four (4) square feet and may not have any advertising (i.e. – name of establishment or logo).
[NOTE: Not required within the boundaries of the PO-2 (Carytown) Parking Overlay District.]
- The business location must also post, in a conspicuous location, the location and availability of such off-premise parking spaces.
[NOTE: Not required within the boundaries of the PO-2 (Carytown) Parking Overlay District.]
- If the off-premise parking area is under the same ownership control of the property that requires the parking, a letter from the owner of the properties that meets the above requirements is required.

If the off-premise parking area is in a different ownership than the property that requires the parking then, in addition to the above requirements, a formal lease agreement* must be submitted to the Zoning Administrator for review and approval by both the Zoning Administrator and the City Attorney. The written lease agreement shall include the following:

1. The address for which the off-premise parking is required.
2. The address of the off-premise parking area.
3. A site plan showing the specific location of the parking space(s) on the off-premise parking site.
4. The lease agreement must be for a minimum one (1) year time period
5. The lease agreement must contain all of the following specific language:

"The Zoning Administrator shall be notified in writing at least thirty (30) days prior to either party canceling the lease."

For non-residential (business) uses: ***"Leased parking spaces shall be dedicated and reserved for the exclusive use of the lessee during normal hours of operation."***

For residential uses: ***"Leased parking spaces shall be dedicated and reserved for the exclusive twenty-four (24) hour use of the lessee."***

6. The lease agreement must identify the form of ownership (i.e. - partnership, corporation, LLC, etc.) of the property to be leased and the authority by which the lessor executed the lease (i.e. - agent, corporate officer, owner, etc.)
7. The name(s) and signature(s) of all parties involved in the lease agreement.

****In lieu of a lease agreement, a parking easement agreement may also be recorded with the Circuit Court that provides continuous access to, and use of, the required off-premise parking spaces, subject to Numbers 1, 2, 5, 6 and 7, above.***

The City Attorney is required to review and approve the form and tenure of any off-premise parking agreement to verify it is a legally enforceable contract ensuring the provision of the parking spaces. For this reason, it is recommended that you obtain the services of an attorney or other professional that is experienced in real estate and/or contract law.